



Amy G. Rabinowitz
Counsel

May 22, 2002

Mary L. Cottrell, Secretary
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

Re: D.T.E. 02-30

Dear Secretary Cottrell:

I am writing in reply to the Town of Foxborough's (the "Town's") Response to Massachusetts Electric Company's ("Mass. Electric's" or the "Company's") Motion to Dismiss in the above-captioned proceeding. In this letter, I briefly address the legal arguments made by Foxborough, and I also update the Department on the status of the sale of Mass. Electric's lights to the Town.

Foxborough argues that Mass. Electric should not have brought a Motion to Dismiss in this proceeding. In all matters brought before the Department, however, the Department must first address whether it has jurisdiction to hear the matter and whether matters give rise to claims for relief. The Department could not operate otherwise. In its Motion to Dismiss, Mass. Electric has clearly laid out why its motion is warranted and the Department should dismiss this case in its entirety.

Foxborough's pleadings attempt to complicate and confuse the issues in order to draw the Department into this proceeding. For example, Foxborough contends that it does not understand why the Company allowed Haverhill to take service pursuant to the S-5 tariff with two months notice, but is requiring six months notice for service to Foxborough. (Response, p. 3) This contention is not convincing, however, as both municipalities are represented by the same lawyer, who well knows the difference between the two situations. In Foxborough, the Town owns the lights and currently takes service pursuant to the S-2 tariff for customer-owned streetlighting equipment. Termination, therefore, must be in accordance with the S-2 tariff and related service agreement, which require the six months notice. In Haverhill, the Company owned the lights and Haverhill owned the underground streetlighting system. Mass. Electric provided service pursuant to the S-3 tariff for division of ownership lights. Once Haverhill bought the lights pursuant to M.G.L. c. 164, §34A, it took service pursuant to the tariff developed for streetlight purchases. This tariff, the S-5 alternative tariff, does not replace the S-2 tariff, and the service provided under each tariff is different.

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As stated in the Company's Motion to Dismiss, the Company had completed its analysis of the purchase price by the beginning of April and had requested a meeting with the Town to present that information in person. The Company did its analysis and calculation in complete conformity with the Department's directives in D.T.E. 01-25. The Town chose not to meet, however, and filed its petition at the Department. The Company provided the Town with the analysis in writing last week, and the parties have scheduled a meeting for early June.

Thank you very much for your time and attention to this matter.

Very truly yours,

Amy. G. Rabinowitz

cc: John Shortsleeve